REPORTY HOMELAND SECURITY LTD.

2015 SHARE OPTION PLAN

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1. **Purposes of the Plan**.

The purpose of this Share Option Plan (the "**Plan**") is to advance the interests of Reporty Homeland Security Ltd. (the "**Company**") and its shareholders by attracting and retaining the best available personnel for positions of substantial responsibility, providing additional incentive to employees, officers, directors, advisors and consultants and promoting a close identity of interests between those individuals and the Company.

2. **Definitions**.

As used herein, the following definitions shall apply:

2.1. "Administrator" means the Board or any of its Committees as shall be administrating the Plan, in accordance with Section 3 hereof.

2.2. "Affiliate" means any entity controlling, controlled by or under common control with the Company. For the purpose of this definition of Affiliate, control shall mean the ability, to direct the activities of the relevant entity and/or shall include the holding of more than 50% of the capital or the voting of such entity and any "employing company" within the meaning of Section 102(a) of the Ordinance.

2.3. "Applicable Law" means including but not limited to the requirements under Israeli tax laws, Israeli social security laws, Israel security laws, Israel companies laws, any stock exchange or quotation system on which the shares are listed or quoted and the applicable law of any country or jurisdiction where Awards are granted under the Plan.

2.4. "Board" means the Board of Directors of the Company.

2.5. "Committee" means a compensation committee, if any, of the Board, designated from time to time by the resolution of the Board, which shall consist of members of the Board.

2.6. "Consultant" means any person or entity who is engaged by the Company or any Affiliate to render consulting or advisory services to such entity.

2.7. "Controlling Shareholder" for purposes of Section 102 shall have the meaning ascribed to it in Section 32(9) of the Ordinance.

2.8. "Director" means a member of the Board.

2.9. "Employee" means any person who is employed by the Company or its Affiliates, including an individual who is serving as a director or "*Nosei Misra*", as such term is defined in the Israeli Companies Law, 5759-1999 (the "**Companies Law**"), but excluding Controlling Shareholder as defined in section 32(9) of the Ordinance.

2.10. "Fair Market Value" means, as of any date, the value of a Share determined as follows: (i) if the Shares are listed on any established stock exchange or a national market system, including without limitation the Nasdaq National Market or The Nasdaq SmallCap Market of The Nasdaq Stock Market, their Fair Market Value shall be the closing sales price for such Shares (or the closing bid, if no sales were reported) as quoted on such exchange or system for the last market trading day prior to the time of determination, as reported in *The Wall Street Journal* or such other source as the Administrator deems reliable; Without derogating from the above and solely for the purpose of determining the tax liability pursuant to Section 102, if at the date of grant the Company's Shares are listed on any established stock exchange or a national market system or if the Company's Shares will be registered for trading within ninety (90) days following the Date of Grant under Section 102 Capital Gain Track, the fair market value of the Share at the Date of Grant shall be determined in accordance with the average value of the Company's Shares on the thirty (30) trading days preceding the Date of Grant or on the thirty (30) trading days following the date of registration for trading, as the case may be; or (ii) If the Shares are regularly quoted by a recognized securities dealer but selling prices are not reported, their Fair Market Value shall be the mean between the high bid and low asked prices for the Shares on the last market trading day prior to the day of determination, or; (iii) in the absence of an established market for the Shares, the Fair Market Value thereof shall be determined in good faith by the Administrator.

2.11. "Award" means an option to purchase Share of the Company ("**Option**") or Shares pursuant to the Plan.

2.12. "Award Grant" or "Notice of Award Grant" means a written agreement between the Company and Participant evidencing the terms and conditions of the grant of Award. The Award Grant is subject to the terms and conditions of the Plan.

2.13. "Participant" means the holder of an Award granted under the Plan.

2.14. "Ordinance" means the Israeli Income Tax Ordinance [New Version], 5721-1961.

2.15. "Section 102" means Section 102 of the Ordinance and any regulation, rules, orders or other procedures promulgated thereunder as now in effect or as hereafter amended.

2.16. "Section 3(i)" means Section 3(i) of the Ordinance and any regulations, rules, orders or procedures promulgated thereunder as now in effect or as hereafter amended.

2.17. "Section 102 Capital Gain Track" means grant of Award with a Trustee under the capital gain track as defined in Section 102(b)(2).

2.18. "Section 102 Employment Income Track" means grant of Award with a Trustee under the employment income track as defined in Section 102(b)(1).

2.19. "Section 102 Non Trustee Track" means grant of Award without a trustee as defined in Section 102(c).

2.20. "Share" means ordinary shares par value NIS 1.00 of the Company, or such other class of shares or other securities as may be applicable pursuant to Section 12 of the Plan.

3. **Administration of the Plan**.

3.1. **Procedure**.

3.1.1. The Plan shall be administered by the Board or a Committee appointed by the Board.

3.1.2. In administering the Plan, the Board and/or the Committee (subject to the provisions under the Israeli Company Law, 5759-1999 (the "**Companies Law**")) shall comply with all Applicable Laws.

3.2. Powers of the Administrator. Subject to the provisions of the Plan, Applicable Law and the approval of any relevant authorities, the Administrator shall have the authority, in its discretion:

3.2.1. to grant Award under the Plan;

3.2.2. to construe and interpret the terms of the Plan and any Award granted pursuant to the Plan;

3.2.3. to designate Consultants to whom Award may from time to time be granted hereunder;

3.2.4. to determine the number of Shares to be covered by each such Award granted hereunder;

3.2.5. to determine the exercise price of the Shares covered by each Option;

3.2.6. to determine the Participant to whom, and the time or times at which Award shall be granted;

3.2.7. to prescribe forms of agreement for use under the Plan;

3.2.8. to determine the terms and conditions of any Award granted hereunder;

3.2.9. to determine the Fair Market Value of the Shares;

3.2.10. to prescribe, amend and rescind rules and regulations relating to the Plan;

3.2.11. subject to Applicable Law, to make an Election (as defined below);

3.2.12. to appoint a Trustee (as defined below);

3.2.13. to amend the Plan and/or the terms and conditions under which Award has been granted under the Plan;

3.2.14. to accelerate the vesting periods of Award Grant.

3.2.15. to take all other actions and make all other determinations necessary for the administration of the Plan.

3.3. Effect of Administrator's Decision. All decisions, determinations and interpretations of the Administrator shall be final and binding on all Participants. No member of the Administrator shall be liable for any action or determination with respect to the Plan or any Award granted thereunder.

3.4. Grants to Committee Members. A member of such Committee shall be eligible to receive Award under the Plan while serving on the Committee, only in accordance with the provisions of any Applicable Law. If the Administrator is a Committee appointed by the Board, the grant of Award under the Plan to members of such Committee, if any, shall be made by the Board and not by such Committee, and subject to any Applicable Law.

3.5. Certain Award Grants. All grants of Award to Participants pursuant to this Plan shall be authorized and implemented in accordance with the provisions of the Companies Law and the Israeli tax laws.

4. **Eligibility**.

4.1. Subject to the provisions of the Plan, the Administrator may at any time, and from time to time, grant Award under the Plan.

4.2. Award granted under this Plan to Employees shall be granted pursuant to the provisions of Section 102 Capital Gain Track, Section 102 Employment Income Track and Section 102 Non Trustee Track (together "**Section 102 Tracks**") and any pre-ruling related thereto and/or any regulations, rules, orders or procedures promulgated thereunder including the Income Tax Rules (Tax Benefits in Share Issuance to Employees), 5763-2003.

4.3. Upon election of the Board between Section 102 Tracks ("**Election**"), Award shall be granted under the Plan pursuant to the elected Section 102 Track, until such time as the Board changes its Election, in accordance with the provisions of Section 102. Such Election shall become effective as of the first date of grant of Awards under this Plan and shall remain in effect until the end of the year following the year during which the Company first granted Awards pursuant to its Election. The Election shall obligate the Company, and shall apply to all Participants who were granted Awards during the period indicated herein, all in accordance with the provisions of Section 102(g) of the Ordinance. For avoidance of any doubt, such Election shall not prevent the Company from granting Awards under Section 102 Non Trustee Track simultaneously.

4.4. For avoidance of any doubt, the grant of Award under Section 102 Tracks is subject to (i) the approval of the Plan by the Israeli Income Tax Authority, (ii) filing the Company's Election with the Israeli Income Tax Authority at least thirty (30) days before the first date of grant of Awards, all in accordance with Section 102 and the regulations promulgated thereunder.

4.5. Award under Section 102 Capital Gain Track and Section 102 Employment Income Track shall be held in trust pursuant to the Section 5 of the Plan.

4.6. Award granted under this Plan to Consultant and/or to Controlling Shareholders shall be granted pursuant to the provisions of Section 3(i).

4.7. All Employees and Consultants and Controlling Shareholders of the Company or any Affiliate of the Company shall be eligible to receive Award under the Plan; provided, however, that Award granted pursuant to Section 102 of the Ordinance shall be granted only to Employees of the Company who are not Controlling Shareholders of the Company. Awards granted pursuant to Section 3(i) of the Ordinance shall be granted to Consultants and/or Controlling Shareholders.

4.8. For the avoidance of any doubt, the designation of Section 102 Capital Gain Track, Section 102 Employment Income Track and Section 102 Non Trustee Track shall be subject to the terms and conditions of Section 102 and the regulations promulgated thereunder.

4.9. No individual shall at any time have a right to receive an Award under the Plan. The receipt of an Award under the Plan shall not confer upon any Participant any right with respect to continuing the Participant's relationship with the Company or an Affiliate as an Employee, Consultant or service provider nor shall it interfere in any way with his or her right or the Company's right, or the right of the Company's Affiliate, to terminate such relationship at any time, with or without cause.

4.10. Section 102 Non Trustee Track. With respect to the grant of Section 102 Non Trustee Track , the Participant will be obligated to provide the Company with any form of collateral or guarantee, such as to satisfy the demands of the Committee in it's sole discretion, in order to secure payment by the Participant of any applicable income tax and/or social charges due in the event that the Participant is no longer employed by the Company when the Shares are sold and the related taxes become due and payable. The granting of Section 102 Non Trustee Track to Participant shall be made in accordance with the provisions of Section 102(c).

5. **Appointment of a Trustee**.

5.1. In case of Election of either Section 102 Capital Gain Track or Section 102 Employment Income Track, the Board shall elect and appoint a Trustee for this Plan (the "**Trustee**"). Upon such appointment a trust agreement, which complies with the relevant and Applicable Law, will be signed between the Trustee and the Company.

5.2. In case of Election of either Section 102 Capital Gain Track or Section 102 Employment Income Track and in the event that a Trustee has been appointed, all Awards granted and the Shares issued upon exercising of Options according to this Plan shall be held by the Trustee and registered in the Trustee's name. Awards or any Shares allocated or issued upon exercise of Options and/or other shares received subsequently following any realization of rights, including without limitation bonus shares, dividends, shall be held by the Trustee for the benefit of the Participant and registered in the Trustee name for at least until the end of the restricted period as defined in Section 102 (the "**Restricted Period**").

5.3. In the event the requirements under Section 102 Capital Gain Track or Section 102 Employment Income Track are not met, then such Award shall be treated in accordance with the provisions of Section 102 and regulations promulgated thereunder and will result in adverse tax consequences pursuant to Section 102.

5.4. Notwithstanding anything to the contrary, the Trustee shall not release any Shares and/or Options or Shares allocated or issued upon exercise of Options including any dividends, bonus shares, granted under Section 102 Capital Gain Track and Section 102 Employment Income Track prior to the full payment of the Participant's tax liabilities arising from such Awards.

5.5. During the Restricted Period and as long as the applicable tax has not been paid, neither the Option nor the Shares, as the case may be, may be sold, transferred, assigned, pledged or mortgaged (other than through a transfer by will or by operation of law), nor may they be subject of an attachment, power of attorney or transfer deed (other than a power of attorney for the purpose of participation in shareholders meetings or voting such Shares) unless Section 102 and/or the regulations, rules, orders or procedures promulgated thereunder allow otherwise.

5.6. With respect to any Award granted under Section 102 Capital Gain Track and Section 102 Employment Income Track, subject to the provisions of Section 102 and any rules or regulation or orders or procedures promulgated thereunder, a Participant shall not be entitled to sell and/or release from trust any Shares or Options and/or Share received upon the exercise of an Option and/or any other asset received, including without limitation any dividends and/or bonus shares , until the lapse of the Restricted Period. Notwithstanding the above, if any such sale or release occurs during the Restricted Period, the sanctions under Section 102 shall apply to and shall be borne by such Participant.

5.7. The Trustee shall be exempt from any liability in respect of any action or decision duly taken in its capacity as a Trustee, provided, however, that the Trustee acted at all times in good faith.

6. **Shares Subject to the Plan**.

Subject to the provisions of Section 12 of the Plan, the maximum aggregate number of Shares which may be received under the Plan shall be determined by the Board from time to time. Shares distributed pursuant to the Plan may consist of authorized but unissued Shares.

If an Award expires or becomes non-exercisable without having been exercised in full, the non-purchased Shares which were subject thereto shall become available for grant or sale under the Plan (unless the Plan has terminated).

7. **Exercise Price and Method of Payment**.

7.1. The exercise price of an Option shall be determined by the Administrator on the date of grant of such Option in accordance with Applicable Law and subject to guidelines as shall be suggested by the Board from time to time.

7.2. The consideration for the exercise of the Option shall be payable upon the exercise of the Option in a form satisfactory to the Administrator, including without limitation, by cash or check. The Administrator shall have the authority to postpone the date of payment on such terms as it may determine. In addition the Administrator in his full discretion and subject to Applicable Law and/or ruling may adopt a cashless exercise method.

7.3. The proceeds received by the Company from the issuance of Shares subject to the Options will be added to the general funds of the Company and used for its corporate purposes.

8. **Exercise of Option**

8.1. Any Option granted hereunder shall be exercisable according to the terms of the Plan and at such times and under such conditions as determined by the Administrator and set forth in the Option Grant. An Option may not be exercised for a fraction of a Share.

8.2. An Option shall be deemed exercised when the Company receives: (i) a written or electronic notice of exercise (in accordance with the Option Grant) from the person entitled to exercise the Option, and (ii) full payment of the exercise price for such Shares with respect to which the Option is exercised. Full payment may consist of any consideration and method of payment authorized by the Administrator and permitted by Applicable Law, the Option Grant and the Plan. Shares issued upon exercise of an Option shall be issued in the name of the Participant, provided that Shares issued upon exercise of any Option which was granted under Section 102 Capital Gain Track or under Section 102 Employment Income Track shall be issued and registered in the name of the Trustee for the benefit of the Participant.

8.3. If any law or regulation requires the Company to take any action with respect to the Shares specified in such notice of exercise before the issuance thereof, then the date of their issuance shall be extended for the period necessary to take such action.

8.4. Subject to Applicable Law, an Option may not be exercised unless, at the time the Participant gives notice of exercise to the Company, the Participant includes with such notice also payment in cash or by bank check of all withholding taxes due, if any, on account of his or her acquired Shares under the Option or gives other assurance satisfactory to the Administrator of the payment of those withholding taxes.

8.5. Exercise of an Option in any manner shall result in a decrease in the number of Shares thereafter available, both for purposes of the Plan and for sale under the Option, by the number of Shares as to which the Option is exercised.

9. **Term of Award**.

The term of Award shall expire on such date or dates as the Administrator shall determine at the time of the grant; provided, however, that the term of an Award shall not exceed ten (10) years from the date of grant thereof and subject to section 11 of the Plan.

10. **Non-Transferability of Award**.

Award and the rights and privileges thereof shall not be sold, pledged, assigned, hypothecated, transferred, mortgaged, seizure or given as collateral or disposed of in any manner other than by will or by the laws of descent or distribution and shall not be subject to sale under execution, attachment, levy or similar process.

11. **Termination**.

11.1. In the event of termination of Participant 's employment with the Company or any of its Affiliates, or if applicable, the termination of services given to the Company or any of its Affiliates by Consultants of the Company or any of its Affiliates, all Awards granted to Participant, which are vested and exercisable at the time of such termination, may, unless earlier terminated in accordance with the Award Grant, be exercised within three (3) months after the date of such termination (or such different period as the Administrator shall prescribe). On the date of termination, the Shares covered by the unvested portion of the Option shall revert to the Plan. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan.

11.2. In the event of termination of Participant's employment with the Company or any of its Affiliates, or if applicable, the termination of services given to the Company or any of its Affiliates by Consultants of the Company or any of its Affiliates, by reason of death or total and permanent disability, the outstanding Options may be exercised by the Participant, the Participant's legal guardian, the Participant's estate or a person who acquires the right to exercise the Option by bequest or inheritance, as the case may be, within twelve (12) months after termination to the extent the Option is vested on the date of termination (but in no event later than the expiration of the term of such Option as set forth in the Option Grant). If, on the date of termination, the Participant's Option is not vested in full, the Shares covered by the unvested portion of the Option shall revert to the Plan. If the Option is not so exercised within the time specified herein, the Option shall terminate, and the Shares covered by such Option shall revert to the Plan

11.3. Notwithstanding Sections 11.1 and 11.2 of the Plan, in the event of termination of Participant's employment with the Company or any of its Affiliates, or if applicable, the termination of services given to the Company or any of its Affiliates by Consultants of the Company or any of its Affiliates for Cause (as defined hereunder), all outstanding Awards granted to such Participant (whether vested or not) shall, to the extent not theretofore exercised, terminate on the date of such termination, unless otherwise determined by the Administrator, and the Shares covered by such Award shall revert to the Plan.

11.4. For purposes of this Section, termination for **"Cause**" shall mean any of the following: (i) Participant has committed a dishonorable criminal offense; (ii) Participant is in breach of Participant's duties of trust or loyalty to Company; (iii) Participant deliberately causes harm to Company's business affairs; (iv) Participant breaches the confidentiality and/or non-competition and/or non-solicitation and/or assignment of inventions provisions of any agreement between the Company and the Participant and/or the provisions relating to confidentiality of the terms and conditions of any agreement signed between the Company and the Participant; and/or (v) circumstances that do not entitle Participant to severance payments under any applicable law and/or under any judicial decision of a competent tribunal.

In the event that the Participant does not comply in full with any of non-compete, non solicitation, confidentiality or any other requirements of any agreement between the Company and the Participant, the Administrator may, in its sole discretion, refuse to allow the exercise of the Options and all outstanding Options, shall be terminated, and the Shares covered by such Option shall revert to the Plan.

12. **Adjustments upon Changes in Capitalization**.

In the event of a shares split, reverse shares split, shares dividend, recapitalization, combination or reclassification of the Shares, rights issues or any other increase or decrease in the number of issued Shares effected without receipt of consideration by the Company (but not the conversion of any convertible securities of the Company), the Administrator in its sole discretion shall make an appropriate adjustment in the number of Shares related to each outstanding Award, the number of Shares reserved for issuance under the Plan, as well as the exercise price per Share of each outstanding Option, provided, however, that any fractional shares resulting from such adjustment shall be rounded down to the nearest whole share unless otherwise determined by the Administrator. Except as expressly provided herein, no issuance by the Company of shares of any class, or securities convertible into shares of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number or price of Shares subject to an Award.

13. **Dissolution or Liquidation**.

In the event of the proposed dissolution or liquidation of the Company, the Administrator shall notify each Participant as soon as practicable prior to the effective date of such proposed transaction. The Administrator in its discretion will determine the period of time of which such Option may be exercised, which in no event is less than fifteen (15) days prior to such transaction. To the extent it has not been previously exercised, an Option will terminate immediately prior to the consummation of such proposed action.

14. **Merger**.

In the event of: (i) a merger, acquisition, reorganization of the Company with one or more other entities, or (ii) a sale of all or substantially all of the assets of the Company in which the Company is not the surviving entity, each outstanding Award shall be assumed or an equivalent award substituted by the successor company or an affiliate of the successor company.

The Administrator may, in its sole discretion, accelerate the vesting of one or more Award Grants as the administrator may determine to be appropriate prior to such events.

In the event that the successor company refuses to assume or substitute then all unvested awards shall expire, unless the Administrator has determined otherwise with respect to certain Award Grants.

In such case, the Administrator shall notify the Participant in writing or electronically that the Award shall be fully exercisable for a period of fifteen (15) days from the date of such notice, and the Award shall terminate upon the expiration of such period.

15. **Change in Control**.

15.1. "Change in Control" shall mean a change in ownership or control of the Company effected through any of the following transactions: (i) IPO; (ii) the acquisition, directly or indirectly by any person or related group of persons (other than the Company or a person that directly or indirectly controls, is controlled by, or is under common control with, the Company), of beneficial ownership of securities possessing more than fifty percent (50%) of the total combined voting power of the Company's outstanding securities; (iii) a merger, consolidation, reorganization of the Company or a similar business combination, in which the Company is a surviving entity; or (iv) the sale, transfer or other disposition of all or substantially all of the Company's assets.

15.2. Upon a Change in Control, all unvested awards shall expire, unless otherwise is determined by the Administrator. The Administrator may, in its sole discretion, accelerate the vesting of one or more Award Grants as the administrator may determine to be appropriate.

16. **Right of First Refusal; Drag-Along; Lock-Up**.

16.1. Participant acknowledges the terms and provisions of the Article of Association of the Company and hereby agrees to be bound by its terms with respect to the right of first refusal provision.

16.2. Participant will acknowledge and accept the terms and provisions of any shareholders agreements as applicable to other shareholders holding Shares of the Company, and agree to be bound by their terms with respect to the bring along provision as if he or she was an original party thereof.

16.3. Participant acknowledges that in the event that the Company's shares shall be registered for trading in any public market, Participant 's rights to sell the Shares may be subject to certain limitations (including a lock-up period), as will be requested by the Company or its underwriters, and the Participant unconditionally agrees and accepts any such limitations.

17. **Date of Grant**.

Subject to Applicable Law, the date of grant of a Participant shall, for all purposes, be the date on which the Administrator makes the determination granting such Participant.

18. **Rights as a Shareholder; Voting and Dividends**.

18.1. Prior to exercise of an Option, a Participant, as such, shall have none of the rights of a shareholder of the Company. Upon exercise of an Option, a Participant shall have no shareholder rights until the Shares are issued, as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company.

18.2. Upon their issuance, the Shares shall carry equal voting rights on all matters where such vote is permitted by Applicable Law. The Company shall issue (or cause to be issued) such Shares promptly after the Option is exercised. No adjustment will be made for a dividend or other shareholder right for which the record date precedes the date of issuance of the Shares, except as provided in Section 12 of the Plan.

18.3. Until the consummation of an Initial Public Offering, the Shares under Award shall be voted by an irrevocable proxy (the "**Proxy**"), such Proxy to be assigned to the CEO of the Company to vote the Shares for the benefit of the Participant. The CEO shall be indemnified and held harmless by the Company and the Participant against any cost or expense (including counsel fees) reasonably incurred by him/her, or any liability (including any sum paid in settlement of a claim with the approval of the Company) arising out of any act or omission to act in connection with the voting of such Proxy unless arising out of such member's own fraud or bad faith, to the extent permitted by Applicable Law. Such indemnification shall be in addition to any rights of indemnification the CEO has as a director or otherwise under the Company's incorporation documents, any agreement, any vote of shareholders or disinterested directors, insurance policy or otherwise.

19. **Tax Consequences**.

Any tax consequences arising from the grant of any Award and/or exercise of any Option and/or from sale of Shares and/or any disposition of Shares and/or from any other event or act (whether of the Participant or of the Company or its Affiliates or of its Trustee) hereunder, shall be borne solely by the Participant. The Company and/or the Trustee shall have the right to withhold taxes according to the requirements under Applicable Laws, rules, and regulations, including withholding taxes at source and under Section 102 or Section 3(i). Furthermore, such Participant shall indemnify the Company and/or Affiliate and/or the Trustee, and/or the Company's shareholders and/or directors and/or officers if applicable, and hold them harmless against and from any and all liability for any such tax or interest or penalty thereon, including without limitation, liabilities relating to the necessity to withhold, or to have withheld, any such tax from any payment made to the Participant.

Except as otherwise required by law, the Company shall not be obligated to honor the exercise of any Option by or on behalf of a Participant until all tax consequences (if any) arising from the exercise of such Options or sale of Shares are resolved in a manner reasonably acceptable to the Company.

For avoidance of any doubt, an Award granted to Participant under Section 102 Capital Gain Track (with Trustee) and Section 102 Employment Income Track (with trustee) will be held by The Trustee. The Trustee will hold the Award in Trust and withhold any tax due to the Income Tax Authority (the "**ITA**") according to the Trust Agreement, the Plan and any Applicable Law.

20. Without derogating the above, the Participant's Award shall be subject to any tax ruling and/or other arrangements between the Company and tax authorities.

21. **No Rights to Employment.**

Nothing in the Plan or in any Award granted or agreement entered into pursuant hereto shall confer upon any Participant the right to continue in the employment, or in a consultant, director, officer or service provider relationship with, the Company or Affiliate or to be entitled to any remuneration or benefits not set forth in the Plan or such agreement or to interfere with or limit in any way the right of the Company or Affiliate to terminate such Participant's relationship.

22. **Term, Termination and Amendment of the Plan.**

22.1. The Plan shall become effective upon its adoption by the Board and in accordance with Section 102 and shall continue in effect for a term of ten (10) years unless sooner terminated.

22.2. The Board may at any time amend, alter, suspend or terminate the Plan or the terms and conditions of Award granted under the Plan.

22.3. Termination of the Plan shall not affect the Administrator's ability to exercise the powers granted to it hereunder with respect to Awards granted under the Plan prior to the date of such termination.

23. **Conditions Upon Issuance of Shares.**

23.1. Legal Compliance. Shares shall not be issued pursuant to the exercise of an Option unless the exercise of such Option, the method of payment and the issuance and delivery of such Shares shall comply with Applicable Law and shall be further subject to the approval of counsel for the Company with respect to such compliance.

23.2. Investment Representations. As a condition to the exercise of an Option, the Administrator may require the person exercising such Option to represent and warrant at the time of such exercise that the Shares are being purchased only for investment and without any present intention to sell or distribute such Shares if, in the opinion of counsel for the Company, such a representation is required.

23.3. Other Compliance. At the time of issuance, the Participant will not be in default under any agreement between the Company and any of its Affiliates and Participant.

24. **Inability to Obtain Authority**.

The inability of the Company to obtain authority from any regulatory body having jurisdiction, which authority is deemed by the Company's counsel to be necessary to the lawful issuance of any Shares hereunder, shall relieve the Company of any liability in respect of the failure to issue or sell such Shares as to which such requisite authority shall not have been obtained.

25. **Reservation of Shares**.

The Company, during the term of this Plan, shall at all time reserve and keep available such number of Shares as shall be sufficient to satisfy the requirements of the Plan.

26. **Multiple Agreements.**

The terms of each Option may differ from other Awards granted under the Plan at the same time. The Administrator may also grant more than one Award to a given Participant during the term of the Plan in addition to one or more Awards previously granted to that Participant.

27. **Governing Law.**

This Plan shall be governed by and construed and enforced in accordance with the laws of the State of Israel, without giving effect to the principles of conflict of laws. The competent courts of Tel-Aviv - Jaffa, Israel shall have sole jurisdiction in any matters pertaining to the Plan.

Reporty Homeland Security Ltd